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consideration. The development of the modern business corporation necessitated a different treatment of assets on dissolution to prevent great hardship. The modern rule is that in equity all the property of a dissolved business corporation will be treated as a trust fund, first for the payment of debts and then for the stockholders. 2 MORAWETZ ON PRIVATE CORPORATIONS, § 1032. In the instant case the unexpired term was valuable property, as proved by the lease to P at an increased rental. No good reason for forfeiture of this property is seen. In the English case of *Hastings Corporation v. Letton* (1908), 1 K. B. 378, in which it was held that the lease terminated upon the dissolution of the lessee corporation, the equitable rights of the stockholders were not considered, the question being whether the crown took by escheat or whether the lessor's interest accelerated. *In re Mullings Clothing Co.*, 238 Fed. 58, holds that the dissolution of a lessee corporation does not terminate the lease but amounts to an anticipatory breach which warrants the lessor in suing for damages. Other American cases to the same effect are cited therein. In the instant case the difficulty of a leasehold without a leaseholder is neatly disposed of by the court by treating the stockholders as tenants in common. But, *quaere*, if the leasehold should depreciate in value and the stockholders elect to abandon the premises, could the lessor hold them for the unaccrued rentals?

CRIMES—DISTINCTION BETWEEN "ATTEMPT," "PREPARATION" AND "SOLICITATION."—The defendant asked one C to see certain jurors then sitting on trial of a case to which the defendant was a party and endeavor to persuade them to return a verdict in his favor. He was indicted under a count charging attempted embracery. *Held*, defendant was properly convicted under the indictment. *State v. Lavine* (N. J., 1921), 115 Atl. 335.

The court in the principal case seems to have confused the two separate offenses, attempt and solicitation. An attempt to commit a crime is an act done in part execution of a criminal design, amounting to more than mere preparation, which, if not prevented, would have resulted in the full consummation of the intended crime. *U. S. v. Quincy*, 6 Pet. 445; *Graham v. People*, 181 Ill. 477; *State v. Taylor*, 47 Ore. 455; *Com. v. Peaslee*, 177 Mass. 267. Between preparation for the attempt and the attempt itself there is a difference. The preparation consists in devising or arranging the means or measures necessary for the commission of the offense. The attempt is the direct movement toward the commission after the preparations are made. *Groves v. State*, 116 Ga. 516; *Hicks v. Com.*, 86 Va. 223; *State v. Hurley*, 79 Vt. 28; *People v. Youngs*, 122 Mich. 292. Solicitation is the act of soliciting another to commit any crime amounting to felony, although the solicitation is of no effect and the crime is not in fact committed. *State v. Avery*, 7 Conn. 266; *Lamb v. State*, 67 Md. 524; *State v. Hayes*, 78 Mo. 307. Some courts have treated solicitation to commit a crime as though it were an "attempt." *People v. Bloom*, 133 N. Y. Sup. 708; *State v. George*, 79 Wash. 262; *State v. Bowers*, 35 S. C. 262. By the weight of authority, however, solicitation is not considered a sufficient causal act to be indicted as an attempt, but must be indicted as a distinct offense. *State v. Donovan*, 28

Del. 40; *Cox v. People*, 82 Ill. 191; *McDade v. People*, 29 Mich. 50. In the principal case there was clearly solicitation of C to commit the crime, rather than an attempt by the defendant to commit embracery himself.

EQUITY—RELIEF ON CONTRACT FOR BENEFIT OF THIRD PERSON.—D Union contracted with P's predecessor to sell to the latter the entire loganberry crop of some of its members. In order to secure performance of this agreement the union entered into contracts with the several growers by which it was constituted agent to sell the crops to P's predecessor and the growers agreed to deliver their crops to P's predecessor. Upon threatened breach of these contracts P brought a bill in equity for specific performance of the contracts and injunction against sale to others. On appeal from an order sustaining the demurrer of the growers it was *held*, that the injunction should have been granted. *Phez Co. v. Salem Fruit Union et al.* (Ore., 1921), 201 Pac. 222.

In the instant case there are several grounds for equitable relief—character of the chattels (see next note), avoidance of multiplicity of suits, and the nature of the contract involved. In regard to the last point the court says that there is respectable authority to the effect that the proper remedy for the breach of third-party beneficiary contracts is in equity rather than law. The only authority cited is Mr. Williston's very able argument in his work on *CONTRACTS*, § 358, 359, in which he points out the practical advantages of determining the entire controversy in equity. However, Mr. Williston cites little authority on the subject. In *Peel v. Peel*, 17 W. R. 586, the beneficiary was given specific performance of a contract to pay an annuity on the ground that the promisee would suffer no pecuniary damage from the breach. In a subsequent English case, *Re Rotherham Alum & Chemical Co.*, 25 Ch. D. 103, Lord Lindley said that the beneficiary has no peculiar equity. No American cases seem to have passed squarely upon the subject. In some jurisdictions where the beneficiary cannot sue at law in his own name he is allowed to bring a bill in equity on the theory of being subrogated to the rights of his debtor. *Smith v. Robins*, 149 C. C. A. 324; *Palmer v. Bray*, 136 Mich. 85; *Green v. McDonald*, 75 Vt. 93. Such cases obviously afford no authority for the principal case because Oregon permits an action at law. *Davidson v. Madden*, 89 Ore. 209. It will be interesting to note whether, in the absence of other equitable grounds, the courts will follow Mr. Williston and the principal case.

EQUITY—SPECIFIC PERFORMANCE OF CONTRACT TO SELL CHATTELS.—For statement of facts, see preceding note on *Phez v. Salem Fruit Union*.

The doctrine is well settled that ordinarily contracts for the delivery of chattels will not be specifically enforced. The reason is that money damages will usually compensate the disappointed promisee and permit him to purchase other chattels of like kind. However, if the legal remedy is inadequate the contract may be specifically enforced. POMEROY ON EQUITY JURISPRUDENCE, §§ 2170, 2171. Some of the reasons for the inadequacy of the legal remedy are that the chattel is unique, that the supply is limited, or